

REF 88X

CONTRACT FILES

88X

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | | PAGE 1 OF 1 | |
|---|--|-------------------------------------|---|---|---------------------------------------|--|
| 2. PROC INSTRUMENT ID NO. (PIN) F33657-95-D-2966 | | 3. SPIN P00003 | 4. EFFECTIVE DATE 17 NOV 1997 | 5. REQUISITION/PURCHASE REQUEST PROJECT NUMBER 5690/RAP | 6. BDC/DMS RATING | |
| 7. ISSUED BY USAF/AFMC ASC/CDS, BLDG 11A 1970 MONAHAN WAY, RM 136 WRIGHT-PATTERSON AFB OH 45433-7208 BUYER: 2LT JEFFREY PHILLIPS, ASC/CDSK (937) 255-5411 | | | 8. ADMINISTERED BY (If other than Block 7) CODE S2404A DCMAO BALTIMORE ATTN: CHESAPEAKE 200 TOWSONTOWN BLVD, WEST TOWSON MD 21204-5299 | | | |
| 9. CONTRACTOR CODE 5R191 NAME AND ADDRESS MANAGEMENT CONSULTING & RESEARCH 1505 FARM CREDIT DRIVE SUITE 300 MCLEAN VA 22102 MAILING DATE NOV 17 1997 | | | 10. SECURITY CLASSIFICATION U 11. DISCOUNT FOR PROMPT PAYMENT NET D A Y S 1st % DAYS 2nd % DAYS 3rd % DAYS OTHER IF "B" SEE SECT "E" 12. PURCHASE OFFICE POINT OF CONTACT AYK/A6F/ANC | | | |
| 13. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in Block 17. The hour and date specified for receipt of <input type="checkbox"/> IS EXTENDED <input type="checkbox"/> IS NOT Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended by one of the following methods: (a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | | |
| 14. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS <input type="checkbox"/> THIS CHANGE IS ISSUED PURSUANT TO THE CHANGE SET FORTH HEREIN ARE MADE TO THE ABOVE NUMBERED <input type="checkbox"/> THE ABOVE NUMBERED CONTRACT IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation data, etc.) SET FORTH HEREIN. <input checked="" type="checkbox"/> THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF <u>MUTUAL AGREEMENT OF THE PARTIES</u> IT MODIFIES THE ABOVE NUMBERED CONTRACT AS SET FORTH <input type="checkbox"/> THIS MODIFICATION IS ISSUED PURSUANT TO _____ | | | | | | |
| 15. CONTRACT ADMINISTRATION DATA A. KIND OF MOD C. DATE OF SIGNATURE D. CHANGE IN CONTRACT AMOUNT E. LOSING POC/CAO ON TRANSFER F. GAINING POC/CAO ON TRANSFER G. SVC/AGENCY USE MOD RECIPENT ADP PT SIGNATURE INCREASE (+) DECREASE (-) C | | | | | | |
| 16. ENTER ANY APPLICABLE CHANGES A. PAY CODE B. EFFECTIVE DATE C. CONTRACT D. TYPE CONTRACTOR E. SURV F. SPL CONTR G. PAYING OPC CODE H. DATE SIGNED I. SECURITY OF AWARD (1) TYPE (2) KIND CRT PROVISIONS (1) CLAS (2) DATE OF DO 254 | | | | | | |
| 17. REMARKS (Except as provided herein, all items and conditions of the contract, as heretofore changed, remain unchanged and in full force and effect.) SUBJECT: INCORPORATE GOVERNMENT DOWNTIME CLAUSE CHANGE IN PRICE: NONE CHANGE IN OBLIGATION: NONE | | | | | | |
| 18. <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE | | | | | | |
| 19. CONTRACTOR/OFFEROR (Signature of person authorized to sign) BY: <u>M. J. Phillips</u> | | | 22. UNITED STATES OF AMERICA (Signature of Contracting Officer) BY: <u>Margaret Harrington</u> | | | |
| 20. NAME/TITLE OF SIGNER (Type or Print) <u>M. J. Phillips / Contracting Officer</u> | | 21. DATE SIGNED <u>14 Nov 97</u> | 23. NAME OF CONTRACTING OFFICER (Type or Print) <u>MARGARET HARRINGTON</u> | | 24. DATE SIGNED <u>14 NOV 1997</u> | |

AFMC FORM 702, JUL 92 (EF-V3) (FormFlow)

REPLACES AFSC FORM 702, AUG 84 WHICH IS OBSOLETE

1. Pursuant to FAR 52.243-3 "Changes-Time and Materials or Labor Hours" of the basic contract F33657-95-D-2966, said contract is hereby modified to update the the actions of the contractor during periods when government facilities are closed due to unforeseen emergency or similar occurrence.

a. SECTION H - Special Contract Requirements

H-018 "Government Down Time for ASC/CDS T&M Contracts Clause" dated July 1997
(See Attachment)

2. All other terms and conditons of said contract remain the same.

H-018 GOVERNMENT DOWN TIME FOR ASC/CDS T&M CONTRACTS CLAUSE (JUL 1997)

a. Base Closures Due to Emergencies. From time to time, the Center or Base Commander may decide to close all or part of the base in response to an unforeseen emergency or similar occurrence. Sample emergencies include, but are not limited to, adverse weather such as snow or flood, an act of God such as a tornado or earthquake, or a base disaster such as a natural gas leak or fire. Contractor personnel are "non-essential personnel" for purposes of any instructions regarding the emergency.

(1) Contractor shall be officially dismissed upon notification of a base closure in accordance with paragraph b. Contractor shall promptly secure all government furnished property appropriately and evacuate in an expedient but safe manner.

(2) With regard to work under the contract, the government shall retain the following options:

(i) Government may grant a time extension in each task order delayed by the closure equal to the time of the closure, subject to the availability of funds.

(ii) Government may forego the work. The contractor will not be paid for work not performed.

(iii) Government may reschedule the work on any day satisfactory to both parties.

(iv) The government may, in its discretion, permit the contractor to perform at an off-site location during the period of base closure if meaningful work can be accomplished. Contractor shall certify to the government by letter within 5 business days of returning to work the nature and scope of the work completed off-site. Contractor shall be permitted to bill the government at the labor rates identified in the contract.

(v). In rare instances, Government may request that the Contractor continue on-site performance during the base closure period. Such a request shall be subject to agreement by Contractor.

(b). Base Closure Notification Procedures.

(1) After an official decision to close Wright-Patterson AFB has been made by the Base Commander, the following radio and television stations shall be notified of the closure:

| | | |
|------------|---------------|---------------|
| Television | WHIO 7 | |
| | WDTN 2 | |
| | WTJC 26 | |
| | WKEF 22 | |
| Radio | WHIO AM 1290 | WBVE FM 96.5 |
| | WONE AM 980 | WDAO AM 1210 |
| | WHKO FM 99.1 | WING AM 1410 |
| | WBLY AM 1600 | WTUE FM 104.7 |
| | WAZU FM 102.9 | WBZI FM 95.3 |
| | WIZE AM 1340 | WYSO FM 91.3 |
| | WVUD FM 99.9 | WYMJ FM 103.9 |
| | WLW AM 700 | WFCJ FM 93.7 |

(2) The Contractor is directed to listen or watch one of the radio or television stations listed in paragraph b.1 for notification of a base closure. Contractor should follow instructions intended for non-essential personnel.

(3) The contractor will not receive any other form of notification of a base closure from the government. The Contractor is responsible for notification of his or her employees.

(4) If the decision to close all or part of the base is made during the duty day, and the Base Commander's decision is transmitted through official notification channels, the Contractor shall follow the

instructions as given.. Contractor personnel shall notify their task monitor and act in accordance with the task monitor's instruction.

(c). Base Closure Due to Non-Emergencies. The Center or Base Commander may elect to close all or part of the base for non-emergency reasons such as a time-off award, base open house, etc. In the event of a non-emergency base closure, the Contract Task Monitor and the Contractor shall jointly choose a course of action within the following options:

(1) If there is a need for the service during the base closure and a government employee will be present, Contractor may continue on-site work. Contractor shall bill the Government at the labor rates identified in the contract.

(2) If there is a need for work during the base closure but either a Government employee will not be present or access will not be available, the Contractor may work off-site provided meaningful work may be accomplished. Contractor shall certify to the government by letter within 5 business days of returning on-site the nature and scope of the work completed off-site. Contractor shall bill the Government at the labor rates specified in the contract.

(3) If there is no need for the service during the scheduled base closure, contractor shall not work on or off-site. Government may grant a time extension in each task order delayed by the closure equal to the amount of time of the closure, subject to the availability of funds.